

CONTRACT FOR PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR PURCHASE OF REAL PROPERTY is made as of February 2, 2006, by and between C. Milton Harding, 6776 Beach Road, Warrenton, Virginia 20187 and Nancy C. Dewitt, formerly Nancy C. Harding, 1211 Out of Bounds Drive, Summerville, South Carolina 29485, ("Sellers") and The Board of Supervisors of Fauquier County, whose address is 10 Hotel Street, Warrenton, Virginia 20186 ("Purchaser").

WITNESSETH:

That in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Purchaser agrees to buy and Sellers agree to sell the following described property, to-wit:

All that certain tract or parcel of land, together with all improvements thereon and appurtenances thereto appertaining, situate on 5468 Old Alexandria Turnpike, parcel 1, Scott Magisterial District, Fauquier County, Virginia and containing 0.9348 acre, more or less, PIN #7906-00-3634-000.

And being the same and identical property of record in Deed Book 389 at page 533 in the office of the Clerk of the Circuit Court of Fauquier County, Virginia

2. The purchase price for the property shall be \$50,000.00 payable at settlement. Upon the payment in full of the purchase price as herein set forth, and upon performance by Purchaser of and other conditions of this Agreement, Sellers agree to deliver to Purchaser a General Warranty Deed conveying the property to the Purchaser and with English Covenants of Title, free and clear of all liens, encumbrances, and defects, except as set forth herein. Sellers shall bear the expense of the Grantor's Tax.
3. Tax charges are to be prorated through the date of settlement.
4. No transfer or assignment of any rights hereunder shall be made by anyone having an interest herein, without the Sellers' prior written consent, unless made in writing or such manner and on such terms and conditions as may be required by Sellers.

5. The Purchaser and seller warrant that no broker is entitled to commission for the sale of this property and each agree to hold the other harmless from any such brokerage commission.
6. This agreement is subject to and contingent upon ratification by the Board of Supervisors of Fauquier County, and failure of the Board to ratify the agreement within 60 days of the date hereof shall render this agreement null and void, in which event the parties shall be relieved of any further liability hereunder.
7. Unless this Agreement is terminated in accordance with the terms set forth herein, closing shall occur at a mutually agreeable time at the Fauquier County Attorney's Office not later than forty-five (45) days from the date of ratification of this agreement by the Board of Sypervisors.
8. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia.
9. This Agreement is binding upon the parties, their heirs, personal representatives, successors and assigns. This Agreement contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not contained herein.

WITNESS the following signatures and seals:



Seller, C. Milton Harding



Seller, Nancy C. Dewitt

Date: February 7, 2006

The Board of Supervisors of Fauquier
County

By: _____
Paul S. McCulla, County Administrator

Date: _____